



Philip L. Browning  
Director

COUNTY OF LOS ANGELES

## Child Support Services Department



July 24, 2003

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZATION FOR THE LOS ANGELES COUNTY CHILD SUPPORT SERVICES  
DEPARTMENT (CSSD) TO ENTER INTO AN AGREEMENT WITH ELECTRONIC  
DOCUMENT PROCESSING (EDP LEGAL SERVICES) FOR SERVICE OF LEGAL  
PROCESS  
(ALL DISTRICTS - 3VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the service of legal process for the Los Angeles County CSSD can be performed more economically by an independent contractor than by County employees.
2. Approve and instruct the Chair to sign the enclosed Agreement with EDP Legal Services, effective August 29, 2003 or the day after Board approval, whichever is later, through August 28, 2005, at a maximum contract amount of \$2.4 million fully funded by federal and State revenue, to provide legal Process Services on parties wherever they are located in the County of Los Angeles. Funding for this contract is included in the FY 2003-04 Budget. Funding for future years will be included in the Department's budget requests.
3. Delegate authority to the Director of the Child Support Services Department (CSSD), to negotiate, prepare and execute amendments to the contract to extend services with EDP Legal Services for two additional twelve month periods. The approval of County Counsel and the Chief Administrative Office (CAO) will be obtained prior to executing such amendments, and the Director will notify the CAO in writing within ten business days after execution.

The Honorable Board of Supervisors

**5770 South Eastern Avenue, Commerce, California 90040 • (323) 889-3340**

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval is requested of the enclosed Agreement with EDP Legal Services, to perform service of legal process for the CSSD. The current Agreement with Specialized Litigation Services, Inc. for service of process expires on August 28, 2003.

Under this Agreement, the CSSD will only pay for completion of a successful service of legal process; the unit charge will range from \$20.00 to \$65.00 depending on the location where the court document is served. The establishment of paternity and/or support in child support cases is dependent upon successful service.

### **Implementation of Strategic Plan Goals**

The agreement is consistent with the principles of the Countywide Strategic Plan Goal #4 (Fiscal Responsibility) to strengthen the County's fiscal capacity.

### **FISCAL IMPACT/FINANCING**

This Agreement will be funded for an initial period of twenty-four (24) months beginning August 29, 2003, or upon execution by the Board, whichever is later. Upon mutual agreement of both parties, this Agreement shall be renewed automatically for two additional twelve (12) month periods. Compensation for the services for the CSSD shall not exceed \$1,200,000 annually, for the term of the Agreement.

Based upon the number of legal process documents referred during the period of January through December 2002, it is anticipated that annual referrals will be approximately 75,961, of which 56,752 (75 percent) will be successfully served. The cost associated with this service is estimated at \$1,200,000 annually, which will be subvented at a rate of 100 percent by the state and federal governments. This cost is included in the CSSD Fiscal Year 2003-2004 budget.

Federal funding is only available for service of legal process if the County contracts with an independent contractor. According to the Code of Federal Regulations (CFR), specifically 45 CFR Section 304.21 (2)(b), "federal financial participation is not available in service of process and court filing fees unless the court or law enforcement agency would normally be required to pay the cost of such fees." It has determined that this Agreement will result in cost savings of approximately \$1,200,000.

FROM:

State and Federal Incentives	\$ 408,000
Federal Financial Participation	\$ 792,000
Total Program Funding	\$1,200,000

TO:

EDP Legal Services	\$1,200,000
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**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Agreement meets all mandatory requirements of County Code Section 2.121.380 and has been approved as to form by County Counsel. In addition, the Chief Administrative Office's Risk Management Section has reviewed and approved the indemnification and insurance provisions.

Board Policy 5.135 County's Safely Surrendered Baby law was discussed during negotiations with the contractor and contractor was encouraged to voluntarily post the poster at their place of business.

**CONTRACTING PROCESS**

Information regarding the Request for Proposals (RFP) was advertised in the Daily News, Daily Journal, La Opinion, Los Angeles Sentinel, Los Angeles Times and LA Watts Times. In response to the RFP, EDP Legal Services, I & M Process Serving and Specialized Litigation Services submitted proposals.

Senior managers from the Child Support Services Department reviewed the proposals. EDP Legal Services was selected because their proposal ranked higher in the overall evaluation and due to the fact that their proposal indicated that they have the experience and qualifications to perform the required services with optimal results. EDP Legal Services was the low bidder.

The department has evaluated and determined that the contractor fully complies with the requirements of the Living Wage Program (County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a living wage.

The Honorable Board of Supervisors  
July 24, 2003  
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**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The establishment of paternity and/or support in Child Support cases is dependent upon successful service of process. The award of this contract will not affect the reduction of County services as specified in Section 2.121.295 of the Los Angeles County Code.

**CONCLUSION**

Instruct the Executive Officer-Clerk of the Board to send an executed copy of the Agreement to EDP Legal Services, 520 N. Brookhurst Street, #220, Anaheim, California 92801 and one copy to Child Support Services Department, 5770 South Eastern Avenue, 4<sup>th</sup> Floor, Commerce, California 90040, attention Elisha Gardner at (323) 889-3414.

Respectfully submitted,



Philip L. Browning  
Director

PLB:lb

Attachment

c: Executive Office, Board of Supervisors  
Chief Administrative Officer  
County Counsel



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES  
CHILD SUPPORT SERVICES DEPARTMENT**

**AND**

**ELECTRONIC DOCUMENT PROCESSING DBA  
EDP LEGAL SERVICES**

**FOR**

**SERVICE OF PROCESS**

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**CONTRACT BETWEEN**  
**COUNTY OF LOS ANGELES**  
**CHILD SUPPORT SERVICES DEPARTMENT**

**AND**

**ELECTRONIC DOCUMENT PROCESSING DBA**  
**EDP LEGAL SERVICES**

**FOR**

**SERVICE OF PROCESS**

This Contract and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2003 by and between the Child Support Services Department, hereinafter referred to as County and Electronic Document Processing (EDP Legal Services), hereinafter referred to as Contractor, is located at 520 N. Brookhurst Street, Suite 220, Anaheim, California 92801.

**RECITALS**

Whereas, the County may contract with private businesses for Service of Process when certain requirements are met; and

Whereas, the Contractor is a private firm specializing in providing Service of Process; and

Whereas, the County has determined that it is legal, feasible, and cost-effective to contract Service of Process; and

Whereas, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contain herein, and for good and valuable consideration, the parties agree to the following:

**1. APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, J, K and L are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A – Statement of Work
- 1.2 EXHIBIT B – Pricing Schedule
- 1.3 EXHIBIT C – Contractor's Proposed Schedule
- 1.4 EXHIBIT D – Contractor's EEO Certification
- 1.5 EXHIBIT E – County's Administration



- 1.6 EXHIBIT F – Contractor's Administration
- 1.7 EXHIBIT G – FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION
- 1.8 EXHIBIT H –Jury Service Ordinance
- 1.9 EXHIBIT I – Safely Surrendered Baby Law
- 1.10 EXHIBIT J – Living Wage Ordinance\*
- 1.11 EXHIBIT K – Monthly Certification for Applicable Health Benefit Payments\*
- 1.12 EXHIBIT L – Payroll Statement of Compliance\*

#### **\*Prop A – Living Wage Program**

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.4 – Change Notices and Amendments and signed by both parties.

## **2. DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein should be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **Contractor Operations Manager/Deputy Contract Manager:** Person designated to provide oversight of all operational units and has full authority in the absence of the Contractor Project Manager.
- 2.5 **County Contract Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.6 **County Department Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Administrator.
- 2.7 **County Contract Administrator:** Person designated by County Director to manage the operations under this Contract.

2.8 **Day(s):** Calendar day(s) unless otherwise specified.

2.9 **Fiscal Year:** The twelve (12) month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.

### 3. **WORK**

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work*, Exhibit A.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### 4. **TERM OF CONTRACT**

4.1 The term of this Contract shall be for a period of two (2) years commencing on August 29, 2003 or the day after execution of this Agreement, whichever is later.

4.2 The County shall have the option to extend the Contract term for up to two (2) additional one-year periods, for a maximum total Contract term of 4 years. Each such option year shall be exercised individually by the Department Director.

4.3 Contractor shall notify County when this Contract is within six (6) months from the expiration of the first contract term and each additional one-year period as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the Child Support Services Department (CSSD) at the address herein provided in Exhibit E – County's Administration.

### 5. **CONTRACT SUM**

5.1 For the services performed under this Contract, Contractor shall be paid according to the rates set forth in the *Pricing Schedule – Exhibit B*.

For the first contract year and each additional one-year period, the maximum contract sum **shall not exceed \$1,200,000 per year.**

5.2 No payment will be made for unsuccessful service.

5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

- 5.4** Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to County.

**5.5 Invoices and Payments**

- 5.5.1** The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A, Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B – Pricing Schedule*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

Payment to Contractor will be made monthly in arrears in amounts specified in this Contract, provided the Contractor is not in default under any provision of the contract and has submitted a complete and accurate statement of payment due, with supporting documentation.

Payment may be subject to deduction for failure to meet performance standards as defined in the contract and the Statement of Work.

Prop A – Living Wage Program:

No invoice will be approved for payment unless the following is included:

- Exhibit K – Monthly Certification for Applicable Health Benefit Payments
- Exhibit L – Payroll Statement of Compliance

Contractor shall submit an original invoice monthly to the County Contract Administrator within thirty (30) calendar days after the end of the month in which services were provided. All invoices under this Contract shall be submitted to the following address:

Child Support Services Department  
Contract Management Division  
Elisha Gardner, Contract Administrator  
5770 South Eastern Avenue, 4<sup>th</sup> floor  
Commerce, California 90040

County will process payment within thirty (30) days after receipt of contractor's billing.

County may delay the last payment due until one (1) month after the termination of the contract. Contractor shall be liable for payment on thirty (30) days written

notice of any offset authorized by the Contract not deducted from any payment made by County to Contractor.

## **5.6 County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Contract Administrator prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than thirty (30) days from receipt of properly prepared invoices by the County.

## **6. ADMINISTRATION OF CONTRACT – COUNTY**

### **COUNTY ADMINISTRATION**

A Listing of all County Administration referenced in the following Sub-paragraph is designated in *Exhibit E*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

#### **6.1 County Contract Administrator**

The County Contract Administrator or designee has full authority to supervise Contractor's performance in the daily operation of this Contract, and shall provide direction to Contractor in areas relating to policy, information and procedural requirements.

The County Contract Administrator or designee shall make changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4.

The County Contract Administrator or designee shall have complete and exclusive authority in all substantive questions, including without limitation, interpretation of Federal, State, and local laws, civil procedures, legal process, court rules and administrative regulations.

#### **6.2 County Division Site Coordinators**

County will appoint a liaison person (site coordinator) and provide information to Contractor regarding pick up and deliver materials. The County's Site Coordinator's duties include:

- Assist in determining the efficacy of the contractor provided services.
- Review the work and information provided, ensure that documents are served timely and contain all the appropriate information and shall coordinate the transfer of information, which may be electronic with the Contractor.
- Shall provide daily assistance to Contractor's personnel as needed.

- Shall advise the County's Contract Administrator of the Contractor's compliance with the specific tasks and requirements.

## **7. ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **CONTRACTOR ADMINISTRATION**

#### **7.1 Contractor's Project Manager**

The Contractor shall provide a full time, Contract Project Manager in the office servicing the contract to act as a liaison for the Contractor in coordinating the performance under the Contract. The Contractor shall provide to the County in writing the name, address, telephone number, facsimile number, and e-mail address in *Exhibit F*, of the individual designated to act as Contract Project Manager, or any alternate, and provide a current copy of the person's resume at the time the contract is executed and as changes occur.

Minimum qualifications include:

- Five (5) years management experience with three (3) years experience managing the contract of a firm doing Service of Process.
- Knowledge of applicable Federal and State laws and regulations.
- a. At minimum, the Contract Project Manager or designee shall be available between 8:00 a.m. and 5:00 p.m. (Pacific time), Monday through Friday, except on County recognized holidays, for telephone contact and to meet with the County personnel designated to discuss the operation of the Contract. The Contract Project Manager shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract. When contract work is performed at times other than described above, or when the Contract Project Manager cannot be present, an equally responsible individual shall be designated to act on behalf of the Contract Manager.
- b. The selection of, and any changes in the Contract Project Manager and designated alternate shall be subject to advance, written approval of the County's Contract Administrator.
- c. The Contract Project Manager and designee shall be able to read, write, speak and understand English.

#### **7.2 Other Contractor Personnel**

- 7.2.1** Personnel provided by the Contractor to serve legal papers must be at least (18) years of age and not a party to the action.
- 7.2.2** Personnel provided by the Contractor shall present a neat appearance and maintain a respectful, courteous and helpful demeanor.

- 7.2.3 Personnel provided by the Contractor shall be able to read, write, speak and understand English.
- 7.2.4 Personnel provided by the Contractor shall acknowledge the attorney/client privilege and be bound by the *Code of Professional Responsibility*.
- 7.2.5 Personnel provided by the Contractor shall be knowledgeable of *Service of Process* follow-up duties as described herein.
- 7.2.6 Personnel provided by the Contractor must assume the responsibility for handling sensitive materials and performing confidential duties. All Contractor personnel used in providing services under this Agreement shall sign the **Acknowledgment of Responsibility and Liability for Confidentiality, Exhibit G1**, before serving any process for the County.
- 7.2.7 Contractor shall remove and replace any employee working on this Contract when requested to do so by the County. Request will be submitted to Contractor by County in writing stating the reason(s) for the removal provided that such reason(s) is/are based on reported instances of malfeasance, impropriety or violation of Contractor or County rules by the employee.

### 7.3 **Other Key Personnel**

The County and Contractor shall each designate other key personnel to perform day-to-day functions under this Contract.

### 7.4 **Background and Security Investigations**

- 7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- 7.4.2 County may request Contractor's staff be immediately removed from working on the County Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County-conducted background clearance.
- 7.4.3 County may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access, at the sole discretion of the County.

- 7.4.4 Disqualification, if any, of Contractor staff, pursuant to this subparagraph 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **8. TERMS AND CONDITIONS**

### **8.1 ASSIGNMENT AND DELEGATION**

- 8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the Contract Administrator. Any unapproved assignment or delegation shall be null and void. Any payments by the Child Support Services Department (CSSD) to any approved delegate or assignee on any claim under this Contract shall be deductible, at CSSD's sole discretion, against the claims, which the Contractor may have against the County.

- 8.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without CSSD's express prior written approval, may result in the termination of this Contract.

### **8.2 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.3 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

### **8.4 CHANGE NOTICES AND AMENDMENTS**

The County reserves the right to change any portion of the work required under this Agreement or to amend such other terms and conditions, which may

become necessary. Any such revisions shall be accomplished in the following manner:

- 8.4.1 For any changes which do not affect the scope of work, period of performance, payments, or any other term or condition included under this Agreement, a *Change Notice* shall be prepared in writing and signed by the County's Contract Administrator and Contractor's Project Manager.
- 8.4.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Board of Supervisors.
- 8.4.3 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add/ and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Department Director.
- 8.4.4 The Department Director may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 – Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Department Director.

## **8.5 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within ten (10) business days after contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

- 8.5.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.2 If the County requests change in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.
- 8.5.3 If, at any time, the Contractor wishes to change the contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.



- 8.5.4 The Contractor shall preliminarily investigate all complaints and notify the County's Contract Administrator of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.5 When complaints cannot be resolved informally, a system of follow through shall be instituted, which adheres to formal, plans for specific actions and strict time deadlines.
- 8.5.6 Copies of all written responses shall be sent to the County's Contract Administrator within three (3) business days of mailing to the complainant.

## 8.6 COMPLIANCE WITH APPLICABLE LAWS

- 8.6.1 The Contractor shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances, directives, and all provisions required thereby to be included in this Contract and hereby incorporated herein by reference.
- 8.6.2 The Contractor shall maintain all professional accreditations, licenses and permits required by law for performing services under this Contract. Contractor shall indemnify, defend and hold harmless the County for all costs, liabilities, fines and any other damages resulting from Contractor's failure to comply with this section.
- 8.6.3 The Contractor shall indemnify, defend and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, directives or ordinances.

## 8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with subchapter VII of the *Civil Rights Act of 1964*, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, sexual orientation, national origin, age, mental condition or physical handicap, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D – **Contractors' EEO Certification.**

## 8.8 COMMUNITY BUSINESS ENTERPRISE PROGRAM

The County's Community Business Enterprise Program prohibits any person from knowingly submitting information with the intent of receiving certification for which they are not entitled.

## 8.9 CONFIDENTIALITY

- 8.9.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.
- 8.9.2 The Contractor shall inform all of its officers, employees, and agents and subcontractors providing services hereunder of the confidentiality provision of this Contract. As a condition of employment, all employees, agents or subcontractors of the Contractor must sign and adhere to the **"Employee Acknowledgement of Responsibility and Liability for Confidentiality," Exhibit G1**, for maintaining confidential information. Copies of all acknowledgements shall be provided to the County Contract Administrator.

## 8.10 CONFLICT OF INTEREST

- 8.10.1 Contractor represents and warrants that no County employee whose position enables him/her to influence the award of this Contract, or any competing Contract, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by Contractor, or shall have any direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.10.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

## 8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

## **8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.13.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

### **8.13.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the Contractor may have with the County.

### **8.13.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

### **8.13.4 Contractor Hearing Board**

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of

the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

#### **8.13.5 Subcontractors of Contractor**

These terms shall also apply to (subcontractors/sub-consultants) of County Contractors.

#### **8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT**

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

#### **8.15 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

**8.16 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

**8.16.1** The Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

**8.16.2** As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**8.17 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies, which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this Contract.

**8.18 DISCLOSURE OF INFORMATION AND USE OF COUNTY OR CHILD SUPPORT SERVICES DEPARTMENT NAME**

**8.18.1** Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law or as necessary to effect services. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

**8.18.2** Contractor shall develop all publicity material in a professional manner.

**8.18.3** During the course of performance on this Contract, the Contractor, its employees, agents and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles

using the name of the County without the prior consent of the Contract Administrator.

**8.18.4** A process server attempting to effect service or locate a party for service pursuant to this Contract may state the following:

"I am a process server working under a Contract with the Los Angeles County Child Support Services Department. I need to locate \_\_\_\_\_ for the purpose of serving documents related to a child support matter."

#### **8.19 EMPLOYMENT ELIGIBILITY VERIFICATION**

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.20 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

#### **8.21 FORCE MAJEURE**

If the Contract cannot be performed by either the County or the Contractor, because of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or controls or other causes, performance shall be excused for a commensurate period.

## **8.22 GOVERNING LAW, JURISDICTION AND VENUE**

This Contract shall be governed by, and construed in accordance with the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.23 GRATUITIES**

The County may, by written notice to Contractor, terminate the right of Contractor to proceed under this Contract upon one (1) calendar day's notice if it is found that gratuities in the form of entertainment, gifts, or otherwise are offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the County with a view towards securing a contract or securing favorable treatment with respect to the awarding, or amending, or the making of any determination with respect to the performance of such contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## **8.24 INDEPENDENT CONTRACTOR STATUS**

**8.24.1** This Contract is by and between the County of Los Angeles and Contractor and is not intended and shall not be construed to create a relationship of agent, servant, employee, joint venture, partnership, or association as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

**8.24.2** Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

**8.24.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Worker's Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

**8.24.4** As previously instructed in Sub-paragraph 8.9 – Confidentiality, the Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the *“Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment*

*Agreement", Exhibit G1. The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the "Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit G2.*

## **8.25 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

## **8.26 INSURANCE**

### **8.26.1 General Insurance Requirements**

Without limiting Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its sub-contractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

**8.26.1.1. Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Child Support Services Department, Elisha Gardner, Contract Administrator, 5770 S. Eastern Avenue, 4<sup>th</sup> Floor, Commerce, California 90040, prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract.
- (2) Clearly evidence all coverage required in this Contract.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract.



- (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**8.26.1.2 Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best Rating of not less than A: VII, unless otherwise approved by County.

**8.26.1.3 Failure to Maintain Coverage:** Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

**8.26.1.4 Notification of Incidents, Claims or Suits:** Contractor shall report to County:

- (1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
- (3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to the County Contract Administrator.
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property,

monies or securities entrusted to Contractor under the terms of this Contract.

8.26.1.5 **Compensation for County Costs:** In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

8.26.1.6 **Insurance Coverage Requirements for Sub-contractors:** Contractor shall ensure any and all sub-contractors performing services under this Contract meet the insurance requirements of this Contract by either:

- (1) Contractor providing evidence of insurance covering the activities of sub-contractor, or
- (2) Contractor providing evidence submitted by sub-contractors evidencing that sub-contractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

#### 8.26.2 **Insurance Coverage Requirements**

8.26.2.1 **General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.26.2.2 **Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired", and "non-owned" vehicles, or coverage for "any auto."

8.26.2.3 **Workers Compensation and Employers' Liability** insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

**8.26.2.4 Professional Liability:** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

**8.26.2.5 Property Coverage:** Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property values, and shall include:

Personal Property: Automobiles and Mobile Equipment – Special form ("all risk") coverage for the actual cash value of County-owned or leased property.

Real Property and All Other Personal Property – Special form ("all risk") coverage for the full replacement value of County-owned or leased property.

## **8.27 LIQUIDATED DAMAGES**

**8.27.1** If, in the judgment of the Department Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Director, or his/her designee, in a written notice describing the reasons for said action.

**8.27.2** If the Department Director determines that there are deficiencies in the performance of this Contract that the Department Director deems are correctable by the Contractor over a certain time span, the Department Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Director may:

- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix C, Technical Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

**8.27.3** The action noted in Sub-paragraph 8.27.2 shall not be constructed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

**8.27.4** This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.27.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## **8.28 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## **8.29 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

**8.29.1** The Contractor certifies and agrees that all persons employed by Contractor, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to race, religion, ancestry, national origin, sex, sexual orientation, age, condition of physical handicap, marital status or political affiliation, and in compliance with all applicable federal and state anti-discrimination laws and regulations.

**8.29.2** The Contractor shall certify to and comply with, the provisions of Exhibit D – **Contractor's EEO Certification**.

- 8.29.3** The Contractor shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, religion, ancestry, national origin, sex, sexual orientation, age, condition of physical handicap, marital status or political affiliation. Such action shall include, but not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 8.29.4** The Contractor shall deal with its subcontractors, bidders, or vendors without regard to race, religion, ancestry, national origin, sex, sexual orientation, age, condition of physical handicap, marital status or political affiliation.
- 8.29.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.29.6** The Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this section at the County's requests.
- 8.29.7** If County finds that any of these provisions of this Sub-paragraph 8.29 have been violated, such violation shall constitute a material breach upon which County may terminate or suspend this Contract. While County retains the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, any determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall also constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.
- 8.29.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract

### **8.30 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

### **8.31 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Contract Administrator is not able to resolve the dispute, the Child Support Services Department Director shall resolve it.

### **8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

### **8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

### **8.34 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E, County's Administration and F, Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The County Contract Administrator shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.35 PROPRIETARY RIGHTS**

All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by Contractor under this Contract are confidential to, and are solely the property of the County. Contractor shall take all necessary measures to protect and secure confidentiality of all such materials, data, reports, and information. The provisions of this section shall survive the expiration or other termination of this Contract.

## **8.36 PUBLIC RECORDS ACT**

**8.36.1** Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.37-Record Retention and Inspection of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

**8.36.2** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

**8.37.1** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's

Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

**8.37.2** Failure on the part of the Contractor to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

**8.37.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

#### **8.38 RECYCLED PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

#### **8.39 RIGHT OF REFUSAL FOR EMPLOYMENT OPENINGS**

**8.39.1** Should Contractor require additional or replacement personnel after the award of this Contract, to perform the services set forth herein, the Contractor shall give the Right Of First Refusal to such employment openings to qualified permanent County employees affected by this Contract. Such offers of employment shall be in writing, and shall be valid for a period of fifteen (15) calendar days. The Contractor shall not engage the services of other individuals until all such employees have been offered employment, and have accepted, refused, or not responded within the fifteen (15) calendar day period. Employment offers to County employees shall be under the same conditions and rate of compensation which apply to other individuals who are employed, or may be employed by the Contractor. The Contractor shall maintain records of each employment offer made to the County employees and other individuals. Such records shall include a description of the position and duties, rate of pay and fringe benefits, and whether the offer was accepted, rejected, or not responded to.



**8.39.2** County's employees who are employed by the Contractor under this provision shall not be discharged during the term of the Contract except for cause.

**8.39.3** Nothing in this Contract shall be construed to create an interest in any person or entity as a third party beneficiary of this Contract.

#### **8.40 SUBCONTRACTING**

**8.40.1** The requirements of this Contract may not be subcontracted by the Contractor without the advance written approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

**8.40.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- ☐ A description of the work to be performed by the subcontractor;
- ☐ A draft copy of the proposed subcontract; and
- ☐ Other pertinent information and/or certifications requested by the County.

**8.40.3** The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

**8.40.4** The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

**8.40.5** The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

**8.40.6** The County's Contract Administrator is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

**8.40.7** The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

**8.40.8** The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Child Support Services Department  
Elisha Gardner, Contract Administrator  
Contract Management Division  
5770 South Eastern Avenue 4<sup>th</sup> Floor  
Commerce, California 90040

Before any subcontractor employee may perform any work hereunder.

**8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.16 "*CONTRACTOR'S WARRANTY OR ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM*" shall constitute a default by Contractor under this contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Sub-paragraph 8.43 "*TERMINATION FOR DEFAULT OF THE CONTRACTOR.*"

**8.42 TERMINATION FOR CONVENIENCE OF THE COUNTY**

**8.42.1** This Contract may be terminated, by the County, in whole or in part, of work hereunder shall be effected by delivery to Contractor of a thirty (30) day prior written *Notice of Termination* specifying the extent to which the performance of work is terminated and the date upon which such termination becomes effective.

**8.42.2** After receipt of the *Notice of Termination*, and except as otherwise directed by the County, Contractor shall:

- ☐ Stop services under this Contract on the date, and to the extent specified in the *Notice of Termination*; and
- ☐ Complete performance of such part of the work as shall not have been terminated by the *Notice of Termination*;
- ☐ Submit to the County, in the form and with any certifications as may be prescribed by the County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than two months from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, the County may determine, on the basis of information available to the County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be deemed final. After such determination is made, the County shall pay Contractor the amount so determined.

**8.42.3** For a period of five (5) years after final settlement under this Contract, the Contractor shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract with respect to the termination of work hereunder. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

#### **8.43 TERMINATION FOR DEFAULT OF THE CONTRACTOR**

**8.43.1** The County may, subject to the provisions outlined below, by written notice of default to the Contractor, terminate immediately the whole or any part of this Contract in any one of the following circumstances:

- ☐ Contractor has materially breached this Contract;
- ☐ Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- ☐ Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

**8.43.2** In the event the County terminates this Contract, in whole or in part, as provided in Sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those terminated. The Contractor shall be liable to the County for any excess costs incurred by the County, as determined by the County, for such similar services, including, but not limited to, the acquisition of services from any vendor chosen by the County to fulfill the Contract. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

**8.43.3** Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of

causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.43.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

**8.43.4** If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under provision of this Sub-paragraph 8.43, or that the default was excusable under the provisions of Sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.42, **TERMINATION FOR CONVENIENCE OF THE COUNTY.**

**8.43.5** In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-paragraph 8.43.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.43.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the CSSD, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.25 **INDEMNIFICATION.**

**8.43.6** The rights and remedies of the County provided in this Sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 TERMINATION FOR IMPROPER CONSIDERATION**

**8.44.1** The County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or

agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

**8.44.2** The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

**8.44.3** Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.45 TERMINATION FOR INSOLVENCY**

**8.45.1** The County may terminate this Contract forthwith for default in the event of the occurrence of any of the following:

- ☐ Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- ☐ The filing of a voluntary petition regarding the Contractor under the Federal Bankruptcy Code;
- ☐ The appointment of a Receiver or Trustee for the Contractor; or
- ☐ The execution by Contractor of a general assignment for the benefit of creditors.

**8.45.2** The rights and remedies of the County provided in Sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 TIMELY COMPLETION**

Time is of the essence in the completion of services and the conveyance of the deliverables to the County as stipulated in the Contract.

#### **8.49 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.50 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.51 WARRANTY AGAINST CONTINGENT FEES**

**8.51.1** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

**8.51.2** For breach of this warranty, the County shall have the right to terminate this Contract and, in its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

## 8.52 COMPLIANCE WITH JURY SERVICE PROGRAM

### A. Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

### B. Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during

the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

#### **8.53 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF AGREEMENT**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

#### **8.54 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

#### **8.55 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM**

##### **Living Wage Program**

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program ("Program") as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as *EXHIBIT J* and incorporated by reference into and made a part of the Contract.

##### **8.55.1 Payment of Living Wage Rates.**

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exemption to the Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as



set forth immediately below, for the employees' services provided to the County under the Contract:

- a. Not less than \$9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
  - b. Not less than \$8.32 per hour if, in addition to the per hour wage, Contractor contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, Contractor contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for the County under the Contract. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this section shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full time.
  3. If Contractor is required to pay a living wage when the Contract commences, Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
  4. If Contractor is not required to pay a living wage when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Program's definition of "Employer" or if Contractor no longer qualifies for exception to the Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the

Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by the County, Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

#### **8.55.2 Contractor's Submittal of Certified Monitoring Reports.**

Contractor and its subcontractor(s) shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and amounts paid by Contractor for health benefits, if any, for each of its employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each employee. All certified monitoring reports shall be submitted on forms provided by the County, or any other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

#### **8.55.3 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims.**

During the term of the contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

#### **8.55.4 County Auditing of Contractor Records.**

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at Contractor's place of business, any of Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to

maintain all such records in California until the expiration of four years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

#### **8.55.5 Notification to Employees.**

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate the posters and handouts into Spanish and any other language spoken by a significant number of Employees.

#### **8.55.6 Enforcement and Remedies.**

If Contractor fails to comply with the requirements of this Section, the County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

##### **1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports**

If Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

##### **a. Withholding of Payment.**

If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

##### **b. Liquidated Damages.**

It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measures of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture

for Contractors breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

c. Termination

Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the even of such material breach, County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage.

If Contractor fails to pay any employee at least the applicable hourly living wage rate, such deficiency shall constitute a beach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment.

If Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The County may withhold said amount until Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages.

It is mutually understood and agreed that Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County

may, in its sole discretion, assess against Contractor liquidated damages of \$50 per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

c. Termination.

Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

3. Debarment.

In the event Contractor breaches a requirement of this Section, the County may, in its sole discretion, bar Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach, not to exceed three (3) years.

**8.55.7 Use of Full-Time Employees.**

Contractor shall assign and use full-time employees of Contractor to provide services under the Contract unless Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-employee-staffing plan. If Contractor changes its full-time-employee-staffing plan, Contractor shall immediately provide a copy of the new staffing plan to the County.

**8.55.8 Contractor Retaliation Prohibited.**

Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this paragraph may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

**8.55.9 Contractor Standards.**

During the term of the contract, Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County,

Contractor shall demonstrate to the satisfaction of the County that Contractor is complying with this requirement.

**8.55.10 Neutrality in Labor Relations.**

Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditures pursuant to obligations incurred under bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

**IN WITNESS WHEREOF**, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

**CONTRACTOR**

By  PRESIDENT  
Name  
Title

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Chair, Board of Supervisors

**ATTEST:**

**VIOLET VARONA-LUKENS**  
Executive Officer-Clerk  
Of the Board of Supervisors

By \_\_\_\_\_

**APPROVED AS TO FORM:**

**Lloyd W. Pellman**  
County Counsel

By \_\_\_\_\_  
Deputy County Counsel

# **EXHIBIT A**

## **STATEMENT OF WORK**



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## EXHIBIT A

### STATEMENT OF WORK (SOW)

#### 1. GENERAL

##### 1.1 *Scope of Services*

- 1.1.1 Services shall meet all legal requirements for service of process. A summary of the laws involved is referred to later under **Regulations**.

Historical workload for the Child Support Operations of current operations is listed in Technical Exhibit 1. Actual workload may be greater or less than in the past. Contractor will handle whatever the actual workload may be.

- 1.1.2 Contractor must perform to the standards in the **Performance Requirements Summary, Technical Exhibit 2**.

- 1.1.3 Services shall meet all Federal and State statutes, regulations and CSSD procedures for program operation now in effect, including, specifically, the requirements of the **FEDERAL FAMILY SUPPORT ACT of 1988**.

#### 2. QUALITY CONTROL PLAN

Contractor shall establish and maintain a Quality Control Plan (Plan) to assure the requirements of the Contract are met. A copy must be provided to the County Contract Administrator at the start of the Contract and as changes occur. The Plan shall include but not be limited to the following:

- 2.1 A monitoring system covering all services listed under Performance Requirements, in Paragraph 10 of this Exhibit A. It must specify the methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

The Plan must include the following:

- ☐ Specific activities to be monitored.
- ☐ Methods of monitoring, to include, but not to be limited to, methods of verifying authenticity of reports, methods to ensure quality of services, etc.
- ☐ Frequency of monitoring.
- ☐ Samples of forms to be used in monitoring.

- 2.2 An emergency plan that covers the method for continuing to provide services to the CSSD in the event of an emergency that disrupts Contractor's operations.

- 2.3 A record of all inspections conducted by Contractor, to include corrective action taken, the time a problem was first identified, a clear description of the problem, and the time

elapsed between identification of a problem and completed corrective action shall be provided to the County upon request.

### 3. **QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Sample Contract, Paragraph 8, Terms and Conditions, Sub-paragraph 8.17 County's Quality Assurance Plan.

- 3.1 The Contractor shall tightly control time intervals of when legal papers are received from the County, when process is served, and when the forms are returned to the County.
- 3.2 Contractor will keep a log, database, or other records that will allow a particular case to be traced when necessary.
- 3.3 Contractor shall maintain a file of all relevant employment information on all personnel providing services to the County pursuant to this Contract. This file shall be made available for review if requested by the County during the term of this Contract.
- 3.4 Any Contractor personnel who does not meet the minimum requirements described in the Contract, or does not otherwise satisfactorily complete any interview, shall be immediately replaced by the Contractor.
- 3.5 The County shall evaluate the Contractor's performance under this Contract based on the specific tasks and requirement in this Contract.
- 3.6 The Contractor is required to attend all scheduled monthly meetings.
- 3.7 The County Contract Administrator shall consult with the Contractor's Project Manager to resolve any problems related to the provision of services. The County's Contract Administrator will review and determine if penalties should be assessed against the Contractor according to the ***Performance Requirements Summary Chart, Technical Exhibit 2.***
- 3.8 If a dispute occurs regarding services or penalties under the Contract and such disputes cannot be resolved between the County Contract Administrator and the Contractor's Project Manager, it will be referred to the Child Support Services Department Director or his/her designee whose decision will be final.

### 4. **CONTRACTOR QUALITY ASSURANCE CONTROL PLAN**

Contractor has full time in-house process servers committed to the training program that Contractor provides for their process servers.

- 4.1. Contractor will provide a training program for its process servers. All in-house Process Servers are required to complete the training program when hired with the Contractor. The training will include the following:

- What is a process server (CCP Section 414.10)
- Effects of an improper server (Slaughter vs. Legal Process and Courier 1984)
- Personal service
- Substituted service
- Service at residence
- Service at business
- Substituted service where person receives mail
- Substituted service on a security guard (Bein vs Brechtel-Jochin Group, Inc.)
- Substituted service on a corporation, joint stock company, unincorporated association, or partnership, or public entity (CCP Section 415.20)
- Service on Unlawful Detainer
- Service on Unnamed Tenant (CCP Section 415.46)
- Personal service on corporation defendants (CCP Section 416.10)
- Personal service on unincorporated association or partnership (CCP Section 416.40)
- Personal service on a public entity (CCP Section 416.50)
- Personal service on a minor (CCP Section 416.60)
- Personal service on a person authorized to accept (CCP Section 416.90)
- Solutions to difficult service (Crocksford Club Ltd. Vs Si Ahamed CCA)
- Summons and Complaint (CCP Section 415.10-416.90)
- Deposition Subpoena for Production of Business Records (CCP Section 2020 c)
- Order to show cause
- Pre litigation documents

**4.2** Contractor will maintain a detailed file of all pertinent information on its process servers. Any affiliate used outside of the Los Angeles, Orange, and San Diego Counties, are required to provide the following:

- Process Server's registration
- Process Server's Bond
- Auto Insurance coverage
- Proof of DBA
- Copy of Business License
- Federal ID number
- CSSD Confidentiality Document

The Contract Manager will review these files on a monthly basis for accuracy of information.

## **5. CONTRACTOR MONITORING PROCEDURES**

### **5.1 Procedure for Monitoring the Changes in the Law**

Contractor's Managers are members of the California Association of Photocopiers and Process Servers (CAPPS) and as such are always aware of the laws regarding service of process. This information is then transmitted to the process server.

**5.2 Procedure of Training of Process Servers about the Law**

The Contracts Manager will ensure that all process serves go through the rigorous Contractor training for process serves as stated above.

**5.3 Procedure for Monitoring Process Servers Conforming to Law**

Contractor will design a computer program that monitors and verifies the digital information entered into Contractor's computer upon updating the service of process. This information includes dates and times, method of service, whether personal, sub-serve, business or residence. The Contract Manager will randomly follow up on service of process to insure that quality of the service of process is being maintained.

**5.4 Procedure for Monitoring If an Employee is Qualified to be a Process Server**

Contractor will employ in-house process servers. Contractor will automatically require the employee to furnish proof of residence of the United States documentation, a valid California Driver's License, a social security card, home telephone numbers, and emergency contact telephone numbers and names.

**5.5 Procedure for Monitoring Process Server's Drivers License**

The Contract Manager will ensure that the Process Server provides a copy of his/her current California Driver's License at the time of hire.

**5.6 Procedure for Monitoring Signed Confidentiality Document**

The Contract Manager is responsible for ensuring that a confidentiality document is signed and entered into the personnel file of all in-house process servers, or affiliates working with the Contractor. An audit system, i.e. tickler file, will be conducted every 60 days to ensure that all documents conform to Contractor's policy and procedure.

**5.7 Process Servers adhering to Confidentiality Agreement**

The Contract Manager will continually re-enforce the importance of the process servers adhering to the confidentiality requirements of the law regarding the family support cases. The Contract Manager will also question process servers as to how they obtain relevant information when defendant is living at alternate address found by process server.

**5.8 Procedure for Investigating Complaint about Improper Conduct**

The Contract Manager will first contact the person making the complaint and obtain the what, where, why, how and any other relevant information in connection with the complaint, and also at that time try to validate the information with the person initiating the complaint. The Contract Manager will then investigate and validate who the employee was that was involved in the alleged improper conduct. The Contract Manager will then sit down with the process server and conduct an investigation to determine the process servers' version of the alleged improper conduct. The Contract

Manager will then contact the Contract Administrator and review the information with Contract Administrator and make a determination as to how to proceed with the complaint.

**5.9      Procedure for Monitoring Process Server's Courteousness and Appearance**

Contractor will require that all in-house process servers report daily at 5:00 p.m. to the Contractor's office. They are required to be in their normal work clothes so as appearance can be monitored. Contractor also enforces to the process servers that they must avoid a confrontation at all times, to observe and report to Contractor any potential conflict.

**5.10     Policy to Insure Process Servers Use Proper Identification**

Contractor's training enforces the importance of identifying themselves correctly and the disciplinary action that will result should the process server be found to be in violation of the company policy. The Contract Manager will periodically assign someone to contact the person served and verify that the process server identified him/herself correctly.

**5.11     Procedure for Monitoring Pick up and Delivery of Documents**

A Contractor employee will be responsible for scheduled pick up and return of documents at the designated time that the Child Support Services Department lists in the contract; this person will be in radio communication at all times with Contractor central dispatch. The employee is required to confirm on a daily basis that the pick up has been completed. The Contract Manager will take appropriate action to ensure pick up date and times are adhered to.

**5.12     Procedure for Monitoring Documents Age**

The Contract Manager receives a detailed report daily of all service of process issued by the Child Support Services Department. These documents are aged showing the number of days they have been in our system, from the day they are received from the Child Support Services Department. It is the responsibility of the Operations Supervisor overseeing the process servers to obtain statues on all documents that do not have attempts within 48 hours.

**5.13     Procedure for Monitoring All Legal Means Used to Complete Service of Process**

Contractor's Operations Supervisor's report shows the date, time, number of attempts, and the number of days that the service of process has been in the system. This allows a supervisor to ensure that the process server is varying the dates and times that he/she is attempting service.

**5.14     Procedure for Monitoring Proof of Service Accuracy and Return**

Contractor has designed a software package that will automatically insert the correct court given by the Child Support Services Department. This ensures the text in the

proof conforms to the legal requirements. The name of the defendant is generated from the information already stored on the computer and the type of service, the date and the time has been digitally recorded in the computer and then entered onto the proof of service. The proof is generated from the information already stored on the computer prior to printing the proof. The employee generating the proof is required to validate the information in the computer by comparing it to the serves instruction sheet returned by the process server. The employee proofreads the information prior to printing the proof. Contractor is presently experiencing a 99% success rate on the accuracy of the Proofs of Service because the information is automatically monitored by the computer.

Contractor will provide two options of sending case information:

1. Contractor will deliver daily to all offices by 12:00 p.m., except at Division 6, Palmdale location, completed service of process Proofs, any return documents, and/or status reports. The Palmdale location will be serviced Tuesday and Thursday, unless a different schedule is requested by Contract Administrator.
2. Contract will provide a suitable database for transmission with the County. Data will be transferred using a protocol established between Contractor and the County. Transmissions into the ARS (Access Replacement System) will be performed either directly or indirectly based on the County's request. Contractor will provide this information on a daily, weekly or monthly basis.

#### **5.15 Procedure for Monitoring Correct Individual Was Served**

Contractor's Operations Supervisor overseeing the process servers will periodically attempt to contact the defendant to validate that the correct person was served. The Operations Supervisor will try to validate the description of the individual to match it to the description given on the process server's Servers Instruction Sheet.

### **6 CONTRACT DISCREPANCY REPORTS**

Every effort shall be made by the County to anticipate and work with Contractor to identify and resolve any problems under the Contract. However, should deviations from agreed-upon performance occur, in addition to the liquidated damages described below, the Contract Administrator will issue a written **Contract Discrepancy Report, Technical Exhibit 3**, describing the nature of the deviation to the Contractor.

- 6.1 Verbal notification of a contract discrepancy will be made to the Contractor's Project Manager or designee as soon as possible whenever a contract discrepancy is identified. The Contractor's Project Manager shall immediately resolve the problem.
- 6.2 The County's Contract Administrator will determine whether a formal Contract Discrepancy Report shall be issued.
- 6.3 If a Contract Discrepancy Report is issued, it will be mailed or hand delivered to the Contractor's Project Manager.

- 6.4 Upon receipt of this document, Contractor is required to respond in writing to the Contract Administrator within the time period specified on the report, acknowledging the reported discrepancies or presenting contrary evidence, and presenting a program for immediate correction of all failures of performance identified in the Contract Discrepancy Report.

## 7 DEFINITIONS

- 7.1 **ARS** - ACSES Replacement System; the County's automated child support case management system currently in use.
- 7.2 **Child Support Services Department (CSSD)** – Formerly the bureau within the District Attorney's Office responsible for delivery of family support enforcement services under Title IV-D of the Social Security Act. CSSD consists of eight (8) Division Offices, with administrative headquarters located in Commerce, CA.
- 7.3 **Board of Supervisors (BOS)** - The Board of Supervisors of the County of Los Angeles, acting as governing body of proposed service area.
- 7.4 **Child Support Enforcement (IV-D) Program** - Federal program requiring each state and/or local jurisdiction to establish paternity, establish support obligations, locate absent parents, enforce support obligations, and collect and distribute support payments on behalf of all recipients of Public Assistance and Medical Support and all others who apply for services.
- 7.5 **Code of Federal Regulations (CFR) Part 300** - The section of the federal regulations that delineate the mandatory requirements and performance standards for the state or local child support enforcement agency.
- 7.6 **Child Support Officer (CSO)** – Family support caseworkers and representatives.
- 7.7 **Performance Requirements Summary (PRS)** - Identifies and summarizes elements of the Contract the County will evaluate to assure that Contract performance standards are met by Contractor.
- 7.8 **Standard** - Minimum requirement set by COUNTY for performing a service or activity.

## 8 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

### **COUNTY**

#### **8.1 Personnel**

##### **8.1.1 County Contract Administrator**

The County shall designate an individual who has full authority to provide liaison between the Contractor and County. The County shall inform the Contractor of the



name, address and telephone number of this individual at the time the Contract is awarded.

- 8.1.2 The Contract Administrator will supervise the County monitoring of the operations of this Contract.
- 8.1.3 The Contract Administrator will provide direction to Contractor in areas relating to policy and procedural requirements.
- 8.1.4 The Contract Administrator will prepare Change Notices in accordance with the Contract, Paragraph 8, Terms and Conditions, Sub-paragraph 8.4 Change Notices and Amendments.
- 8.1.5 The Contract Administrator is not authorized to make any changes in the term and conditions of the Contract and is not authorized to obligate Los Angeles County in any way whatsoever beyond the terms of the Contract.

## **8.2 Other County Personnel**

### **8.2.1 County Site Coordinator**

The Child Support Services Department shall designate a Site Coordinator at each facility where the Contractor is to deliver the documents. The County shall inform the Contractor of the name, address and telephone number of the County's Site Coordinator.

- 8.2.2 The County Site Coordinator shall review the documents to be served daily, ensure that the packets to be delivered to the Contractor contain all the appropriate documents and coordinate the pickup and filing of the documents with the Contractor's personnel. The Site Coordinator will also be responsible for completing and updating the transmittal log and shall monitor to ensure the Contractor arrives at the designated times. This process may change as automation occurs.
- 8.2.3 The County's Site Coordinators shall provide daily assistance to Contractor's personnel if needed.
- 8.2.4 The County's Site Coordinators shall advise the County's Contract Administrator of the Contractor's compliance with the specific tasks and requirements.

## **CONTRACTOR**

### **8.3 Personnel**

#### **8.3.1 Contractor's Project Manager**

The Contractor shall provide the name, address and telephone number of the Contract Manager and this person shall be authorized to act for the Contractor in the direction of daily operations of the Contract.

- 8.3.2 The County shall have sole discretion to approve the Contract Manager and any replacement recommended by Contractor.
- 8.3.3 The Contract Manager or designee shall be available between 8:00 a.m. and 5:00 p.m., Monday through Friday, except on County holidays.
- 8.3.4 The Contract Manager and designee shall be able to read, write, speak and understand English.

#### **8.4 Other Contractor Personnel**

- 8.4.1 Personnel provided by the Contractor to serve legal papers must be at least eighteen (18) years of age and not a party to the action.
- 8.4.2 Personnel provided by the Contractor shall present a neat appearance and maintain a respectful, courteous and helpful demeanor.
- 8.4.3 Personnel provided by the Contractor shall be able to read, write, speak and understand English.
- 8.4.4 Personnel provided by the Contractor shall acknowledge the attorney/client privilege and be bound by the *Code of Professional Responsibility*.
- 8.4.5 Personnel provided by the Contractor must assume the responsibility for handling sensitive materials and performing confidential duties. All Contractor personnel and/or process servers used in serving process under this Agreement shall sign the *Acknowledgment of Responsibility and Liability for Confidentiality* before serving any process for the County.

#### **8.5 Other Key Personnel**

The County and Contractor shall each designate other key personnel to perform day-to-day functions.

## **8.6 Employee Acceptability**

Prior to the commencement date of this Contract, Contractor shall provide to the County a list of all persons and/or entities it intends to employ in providing services under this Contract, so that the County may do background investigations if it deems necessary.

The County Contract Administrator may, at his sole discretion, direct the Contractor to replace any of the individuals the Contractor has provided within 24 hours, when reasonably requested to do so.

## **8.7 Employee Benefits and Payments**

**8.7.1** Contractor will be solely responsible for providing to, or on behalf of its employees all legally required employee benefits.

**8.7.2** County shall not assume any liability for the payment of any salaries, wages, benefits or other compensation to, or on behalf of, any personnel provided by the Contractor.

## **8.8 Contractor Furnished Items**

**8.8.1 Personnel, Services/Supplies, Materials** - Contractor shall provide all personnel, services, supplies, and materials necessary to perform all services required by this Statement of Work.

**8.8.2 Office Equipment** - Contractor will provide without cost to County all office equipment, desks, chairs, and other necessary office furniture to be utilized by Contractor during the term of the Contract.

Contractor shall provide for the cost of repairs to any and all equipment and furnishings arising out of Contractor's usage, abuse or carelessness. In addition, Contractor shall provide for replacement costs of equipment and maintenance agreements.

**8.8.3 ARS Security** - Contractor shall provide security for ARS computer access provided by the County to ensure that usage of equipment is secure and confidentiality is maintained. Contractor shall also meet any additional security measures as required by County. County computer services staff must approve Contractor's security measures.

Contractor shall report to the Contract Administrator immediately after discovery, the loss or theft of County's ARS computer codes or equipment, if applicable. For stolen equipment, Contractor shall contact the local law enforcement agency and submit a copy of the police report to the Contract Administrator.

**8.8.4 Equipment** - It is anticipated that the Contractor will already be in possession of necessary equipment.

- 8.8.5 Employee Identification Badges** - Contractor shall provide distinctive identification badges for all of their employees who work on this agreement and go to County facilities for any reason.

**9. HOURS OF OPERATION**

- 9.1** Contractor shall maintain office hours and perform *service of process* between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. However, service of legal documents is not limited to the office hours of operation.
- 9.2** Contractor shall not provide pickup/delivery service on County recognized holidays. These holidays may change slightly from year-to-year. This does not preclude the Contractor from serving process on such holidays. The Contract Administrator will provide Contractor with a list of holidays for the succeeding year as soon as they are available. In 2003 the holidays are:

New Years Day	Wednesday, January 1, 2003
Martin Luther King Jr.'s Birthday	Monday, January 20, 2003
President's Day	Monday, February 17, 2003
Memorial Day	Monday, May 26, 2003
Independence Day	Friday, July 4, 2003
Labor Day	Monday, September 1, 2003
Columbus Day	Monday, October 13, 2003
Veteran's Day	Tuesday, November 11, 2003
Thanksgiving Day	Thursday, November 27, 2003
Friday after Thanksgiving	Friday, November 28, 2003
Christmas Day	Thursday, December 25, 2003

**10. SPECIFIC TASKS**

- 10.1** Contractor shall pick up Service of Process papers at a time agreed upon by the County and Contractor from the following locations:

- |    |                                                                     |       |
|----|---------------------------------------------------------------------|-------|
| a. | Division I<br>15531 Ventura Blvd.<br>Encino, CA 91436-3157          | Daily |
| b. | Division II<br>5770 S. Eastern Avenue<br>Commerce, CA 90040-2924    | Daily |
| c. | Division III<br>2934 E. Garvey Avenue<br>West Covina, CA 91791-2191 | Daily |
| d. | Division IV<br>621 Hawaii Street<br>El Segundo, CA 90245-4825       | Daily |

- e. Division V  
20221 S. Hamilton Avenue  
Torrance, CA 90502-1321  
Daily
- f. Division VI  
1020 E. Palmdale Blvd.  
Palmdale, CA 93550  
Twice Weekly
- g. Interstate Unit  
5701 S. Eastern Avenue  
Commerce, CA 90040-2924  
Daily
- h. Criminal Prosecution Division  
3055 Wilshire Blvd.  
Los Angeles, CA 90010-1211  
Daily

Pickup schedules are subject to change as dictated by the needs of the County.

Specific times for pickup and deliveries at each office will be designated in writing prior to implementation of this Contract and may be amended in writing from time-to-time as agreed between County and Contractor. As further automation and centralization occurs, pickup locations and frequency may be reduced.

- 10.2 County shall provide to Contractor, at the time the case is assigned to Contractor, all known valid addresses for service, whether of a residence or business.
- 10.3 Once Contractor has received the documents, it shall continue its attempt at service until:
  - a. The documents are served in the prescribed manner;
  - b. The time for service has expired;
  - c. Contractor has determined that further attempts at service at the address(es) supplied by County or discovered by Contractor would be futile, unless otherwise requested by the County.
- 10.4 During the time that Contractor has the documents in its possession, it shall report the status of each case to the County no less frequently than every thirty (30) days in a form agreeable to the County.
  - 10.4.1 Contractor must develop a database suitable to data transfers pursuant to protocol established between the County and the Contractor (electronic data interface). This database must be in place and ready to transmit data either directly or indirectly into ARS (ACSES REPLACEMENT SYSTEM) not later than 60 days from the date the County notifies the Contractor in writing of the final file specifications and implementation date. All data transfer testing and verification must occur before the implementation date.

- 10.4.2 After implementation of a data transfer and electronic updating of status of individual cases, Contractor shall report the status of each case to the County no less frequently than every thirty (30) days, or any other frequency as agreed between the Contractor and the County. However, if the date for an electronic update falls on a weekend or holiday, the date for the transfer shall be the following business day.
- 10.5 Contractor shall, within five (5) business days of termination of its attempts at service for any of the reasons specified in §8.3, return to the County at the designated location, the *Proof of Service*, *Not Found/Not Served Return*, and service documents.
- 10.6 Personal Service is the preferred method. Where substitute service is authorized, Contractor shall comply with reasonable diligence requirements (CCP §415.20) before proceeding with substituted service, and shall comply with all formal requirements, including, but not limited to, mailing a copy of the papers served to the address where the papers were delivered and completing the *Proof of Service* and *Declaration of due Diligence*. These documents shall be delivered to the designated office no later than the fifth (5<sup>th</sup>) business day after mailing the service documents.
- 10.7 The Contractor shall fully document all attempts at service, to include date, time, place, manner in which a party was located, and other pertinent circumstances, and shall retain such information in its records whether service is successful or unsuccessful. Such information shall be made available to the County upon request and shall be produced at any court proceeding at which the validity of service is at issue.
- 10.8 Subpoenas shall be served as expeditiously as possible and *Proof of Service* returned to CSSD at least two (2) business days prior to the related hearing.
- 10.9 Under certain circumstances, either the County or the Contractor may need to make arrangements for special timeframes and special handling of individual cases. This will be arranged between the County's Site Coordinator and employees to be designated by the Contractor.
- 10.10 All documents provided to the Contractor are confidential. No information concerning parties or persons named in such documents shall be released except as necessary in the performance of Contractor's duties under this Contract, and as necessary to effect service.
- 10.11 County requires the Contractor to make efforts to maximize successful process service, including attempts at different times of day or night and different days of the week in order to legally complete substituted in those cases where personal service is not possible.
- 10.12 Contractor shall deliver legal documents received from the CSSD office in question as part of its standard service. This requirement shall include local service, in state service and out of state service.

- 10.13 County reserves the right to use alternative means of serving process as it deems appropriate.
- 10.14 In the event that a party, who has been served with a document pursuant to this contract, denies that he has been served, it shall be Contractor's responsibility to have the process server or other competent witness available to:
- a. Discuss the case with the CSSD staff responsible for the case.
  - b. Execute necessary *declarations or affidavits*.
  - c. Testify at court hearings or depositions when given notice without the need for subpoena or subpoena duces tecum.
- 10.15 The Contractor shall provide pick-up and delivery service to/from the CSSD locations in question as well as receive electronic transmission of documents.
- 10.16 The Contractor shall provide facilities to receive electronically submitted documents utilizing County equipment and County software.
- 10.17 All agents, Contractors, employees, and newly hired employee of the contractor shall be required to attend a Child Support Orientation provided by the CSSD.
- 10.18 The Contractor shall comply with all laws, regulations and rules of the court (e.g., as required by the court rules, the Contractor shall use recycled paper on all documents it prepares for filing with the Court).

## 11. **CONTRACTOR PROVIDED SERVICES**

Contractor shall pick-up service of process at an agreed time and schedule and at the locations specified in Statement of Work, Item 10 specific tasks 10.1.

Contractor will develop a database suitable for data transfer pursuant to protocol established between the County and Contractor.

### 11.1 **Receive and Prepare For Service of Process**

The service of process requests, picked up each day, will be entered into the computer immediately. Data transferred electronically will be processed immediately, documents will be printed automatically with a server's instruction sheet. When generating the Process Server Instruction sheet, the computer will electronically complete the following:

#### 11.1.1 Assign a Service of Process Control Number

#### 11.1.2 Use the Software program installed on Contractor's computers; to validate that the street, city and zip code provided by the Child Support Services Department is correct.

**11.1.3** Contractor's software program will search for the correct Contractor zone that the zip code has been assigned to in the computer. It will then automatically select and print the server's name assigned to that zone on the service instruction sheet.

**11.1.4** The Contractor's software program will search and select the map page and the coordinates for the address, city and zip code, provided by the Child Support Services Department and then print those also on the Server Instruction Sheet. The new work is then given to the Contract Manager for review and distribution to the Contractor (in-house) process servers.

## **11.2 Services of Process Set Up**

**11.2.1** New Summons and Complaints will be immediately reviewed by the Contract Manager. Prior to being issued to the in-house process servers, the Summons and Complaint will be reviewed as far as contents, correct Judicial forms, i.e. case number, documents, contents, and any and all attachment documents and information on the summons and complaints.

**11.2.2** Contractor in-house servers will pick-up the same documents no later than 5:00 p.m. the same day to initiate the service of process.

## **11.3 Pick Up New Service by Process Server**

**11.3.1** Contractor's (in-house) process servers are required to pick-up new services daily by 5:00 p.m. The office is open 7:00 a.m. – 6:00 p.m., 5 days a week. Contractor's Process Servers will drop off completed work and sign Proofs of Service. There will be no time delay in the processing, set up, pick-up and first attempt due to the following:

- a. Contractor's computer assigns documents to process servers by respective zip code and zone assigned to that process server.
- b. There is no human input in coordinating and assigning work to process servers.
- c. Process Server's name is clearly printed on Process Servers Instruction Sheet.
- d. Process Servers can sort their work by zone coordinates and by the Thomas Brothers Map page number, thus saving 95% of the time normally spent sorting work, searching for map page and coordinated and routing their work.

**11.3.2** When the service is entered into the computer, it is assigned a service of process (SOP) number that allows for the Contractor to track their document. Tracking of the service of process is as follows:



- (a) Process servers provide Contractor updates on the service of process by SOP number.
- (b) Process servers are required to provide daily activity logs faxed to Contractor no later than 8:30 a.m. each day.
- (c) Process servers record attempts, completions, sub-serves, and NOT Finds in a digital format.
- (d) The Child Support Services Department using client file number/case number can obtain status reports by three methods. The first option is by Contractor internet address **edplegal.com**, by individual Service of Process, by all incomplete Service of Process, by all completed Service of Process, and sort by preparer, by location, by department, by case assignee. The second option will be by ARS (Access Replacement System), the third option will be by telephonically. All of the above options will provide the following information in regards to the status:
  - Contractor's computer will show if the service of process was attempted, personally served, sub-served, or a NOT Found, the address where it was served, the date and the time the service was completed.
- (e) If the request is done through a client service representative, this person will be able to provide the following:
  - The servers' observation and comments, a physical description of the person served, including age, weight, hair color, eye color and race.

#### **11.4 Prepare Proof of Services**

Contractor's Process Server's provide service statuses on a daily basis by 8:30 a.m., Contractor's Proof of Services are electronically generated via the computer program. All of the information is digitally entered previously into the computer. A Contractor Data Entry Clerk can generate, print and proof read 300 proofs of service per day (8Hours).

### **12. LICENSES AND CREDENTIALS**

- 12.1** All Contractor personnel providing services under this Contract, which require specific licenses or credentials, must be current and valid throughout the period of contract performance.
- 12.2** Any Contractor employee or agent who drives a vehicle in performance of this Contract shall have a valid *California Operator's License* for that vehicle class. Contractor shall

supply the County with a copy of the license of each person who will serve process pursuant to the Contract.

- 12.3 The Contractor shall maintain a file of required insurance, licenses and credentials for the business entity and for all subject employees or subcontractors which is current at all times and accessible to County inspection.

### 13. PERFORMANCE REQUIREMENTS

This exhibit lists the required services which will be monitored by County. (Included in this Performance Requirements Summary are the service standards, maximum allowable deviation from perfect performance, and deductions for unacceptable performance).

#### 13.1 **Contract Monitoring**

Each month Contractor's performance will be compared to the Contract standards and acceptable quality levels (AQLs). AQL is a measure to express the allowable leeway or variance from contract standard, above which County will reject a specific service. An AQL does not imply that Contractor may knowingly perform in a defective way. It implies that County recognizes the fact of unintentional human error. If defective performance exceeds the standards as stated in this section, a **Contract Discrepancy Report, Technical Exhibit 3**, shall be issued and deductions and/or other action imposed.

County may evaluate Contractor's performance through any or a combination of the following monitoring methods:

- Random sampling
- 100% inspection
- User complaints
- Review of management reports
- On site surveillance
- Review of County data and records

#### 13.2 **Criteria for Acceptable and Unacceptable Performance**

Performance of a service listed in the Contract is considered acceptable when the number of discrepancies found by County during Contract monitoring does not exceed the number of discrepancies allowed by the AQL.

#### 13.3 **Untimely Performance or Re-performance**

For services reviewed by sampling, Contractor will be required to immediately correct those activities found to be unacceptable. The correction of problems found will not improve the overall rating of that service, since the sample represents the entire work required.

#### 13.4 **Value of Unacceptable Performance**

When performance does not conform with the requirements of this Contract, County will have the right to apply the non-performance deductions pursuant to the **Performance**

**Requirements Summary Chart, Technical Exhibit 2.** These deductions will be based upon the substandard rates established for each activity.

## **14. REGULATIONS AND FORMS**

### **14.1 REGULATIONS**

The following code sections pertaining to *Service of Process* are relevant to the Contract. Some are included for informational purposes only; some set forth requirements that must be adhered to by the Contractor. This list is presented as a guideline for the Contractor and is not meant to be all-inclusive:

Penal Code	§243.6, 470
Business & Professional Code	§22350-22360
Government Code	§22,960 – 960.8 (service on public agency)
Military & Veteran's Code	§390
Code of Civil Procedure	§262.2, 412.10 – 417.40, 487.020, 680.330, 687.040, 687.050, 706.108, 715.040, 1011, 1013, 1013a, 1018, 1073, 1096, 1987, 2020(f)
California Federal Regulations	45 CFR 303.3, 303.70, 305.33
Family Code	17000 Section 17505, 17506, 15708, 17512

### **14.2 FORMS**

Exhibits in this Contract include forms that are pertinent to this Contract.

**14.2.1Exhibits G1 and G2** must be completed by the Contractor and all employees/agents of the Contractor who are involved with *Service of Process* for the County. These forms will be completed prior to the time of the implementation of the Contract.

**14.2.3Exhibit 3** must be completed by the Contractor to comply with the County's Child Support Compliance Program. This form will be completed prior to the time of the implementation of the Contract.

## **EXHIBIT B**

### **PRICING SCHEDULE**

## PROPOSAL PRICE FORM

## A. STANDARD SERVICE

	<u>Personal Service</u>	<u>Substitute Service</u>
1. Los Angeles County (Proposer must serve process for one flat fee within Los Angeles County.)	\$ <u>20.00</u>	\$ <u>20.00</u>
2. Seven counties – Kern, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, Ventura (Proposer must serve process for one flat fee in the counties listed above).	\$ <u>25.00</u>	\$ <u>25.00</u>
3. All other California counties not listed above (Proposer must serve process for one flat fee within California excluding the counties listed above).	\$ <u>35.00</u>	\$ <u>35.00</u>
4. Outside of California (Greater detail may be provided as needed including geographical fee schedules)	\$ <u>65.00</u>	\$ <u>65.00</u>

## B. RUSH SERVICE (72 HOURS)

(Standard service charge plus surcharge for RUSH service)

1. Los Angeles County (Service must be at one flat rate)	\$ <u>No Charge</u>
2. Other counties in California (Service must be at one flat fee for service anywhere in state outside Los Angeles County)	\$ <u>No Charge</u>

**PAYMENT IS GIVEN ONLY FOR SUCCESSFUL SERVICE WHETHER IT IS  
PERSONAL SERVICE OR SUBSTITUTE SERVICE. THERE IS NO PAYMENT FOR  
UNSUCCESSFUL SERVICE**

ELECTRONIC DOCUMENT PROCESSING, INC. DBA EDP LEGAL SERVICE  
520 N. BROOKHURST STREET #220, ANAHEIM, CA 92801 (800)225-5337

Firm Name, Address, Phone Number

Signature and Title

JOHN T. COLLINS

Print Name

Signature and Title

Print Name

CONTRACT YEAR 2004-2005

## PROPOSAL PRICE FORM

## A. STANDARD SERVICE

- |                                                                                                                                                                                | <u>Personal<br/>Service</u> | <u>Substitute<br/>Service</u> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------------|
| 1. Los Angeles County<br>(Proposer must serve process for one flat fee within Los Angeles County.)                                                                             | \$ <u>20.00</u>             | \$ <u>20.00</u>               |
| 2. Seven counties – Kern, Orange, Riverside, San Bernardino, San Diego, Santa Barbara, Ventura<br>(Proposer must serve process for one flat fee in the counties listed above). | \$ <u>25.00</u>             | \$ <u>25.00</u>               |
| 3. All other California counties not listed above<br>(Proposer must serve process for one flat fee within California excluding the counties listed above).                     | \$ <u>35.00</u>             | \$ <u>35.00</u>               |
| 4. Outside of California<br>(Greater detail may be provided as needed including geographical fee schedules)                                                                    | \$ <u>65.00</u>             | \$ <u>65.00</u>               |

## B. RUSH SERVICE (72 HOURS)

(Standard service charge plus surcharge for RUSH service)

- |                                                                                                                               |                     |
|-------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 1. Los Angeles County<br>(Service must be at one flat rate)                                                                   | \$ <u>No Charge</u> |
| 2. Other counties in California<br>(Service must be at one flat fee for service anywhere in state outside Los Angeles County) | \$ <u>No Charge</u> |

**PAYMENT IS GIVEN ONLY FOR SUCCESSFUL SERVICE WHETHER IT IS  
PERSONAL SERVICE OR SUBSTITUTE SERVICE. THERE IS NO PAYMENT FOR  
UNSUCCESSFUL SERVICE**

ELECTRONIC DOCUMENT PROCESSING, INC. dba EDP LEGAL SERVICE  
520 N. Brookhurst street #220, Anaheim, Ca 92801 (800)225-5337

Firm Name, Address, Phone Number

Signature and Title

JOHN T. COLLINS

Print Name

Signature and Title

Print Name

**EXHIBIT C**

**CONTRACTOR'S PROPOSED SCHEDULE**

**(NOT ATTACHED TO CONTRACT)**

**EXHIBIT D**

**CONTRACTOR'S EEO CERTIFICATION**



## CONTRACTOR'S EEO CERTIFICATION

ELECTRONIC DOCUMENT PROCESSING, INC. DBA EDP LEGAL SERVICE

Company Name

520 NORTH BROOKHURST AVE, STE. 220, ANAHEIM, CA 92801

Address

33-0565973

Taxpayer I.D. Number

## GENERAL

In accordance with provisions of §4.32.010, et seq. of the *Los Angeles County Code*, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies, are and will be treated equally by the firm without regard to, or because of, race, religion, ancestry, national origin, or sex, and in compliance with all anti-discrimination laws of the United States of America and the State of California.

## CERTIFICATION

- |                                                                                                                                                                                | YES | NO  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|
| 1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.                                                                           | (✓) | ( ) |
| 2. Contractor periodically conducts a self analysis or utilization of its work force.                                                                                          | (✓) | ( ) |
| 3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.                                                            | (✓) | ( ) |
| 4. When areas are identified in its employment practices, and Proposer has a system for taking reasonable corrective action, to include establishment of goals and timetables. | (✓) | ( ) |

Signature



Date

4/12/03

JOHNT T. COLLINS, PRESIDENT

Name and Title of Signer (please print)

**COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

**COUNTY CONTRACT ADMINISTRATOR:**

Name: Elisha Gardner  
Title: Division Chief, Contract Management Division  
Address: 5770 South Eastern Avenue, 4<sup>th</sup> Floor  
Commerce, California 90040  
Telephone: (323) 889-3414  
Facsimile: (323) 869-0343  
E-Mail Address: egardner@childsupport.co.la.ca.us

**COUNTY'S AUTHORIZED DESIGNEE:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S ADMINISTRATION**

Electronic Document Processing DBA EDP Legal Services  
CONTRACTOR'S NAME

CONTRACT NO. \_\_\_\_\_

**CONTRACTOR'S PROJECT MANAGER:**

Name: Kathy Gomez  
Title: Operations Manager  
Address: 520 North Brookhurst Street #220  
Anaheim, CA 92801  
Telephone: (714) 517-9155  
Facsimile: (714) 517-9154  
E-Mail Address: Kathy.G@EDPLegal.com

**CONTRACTOR'S AUTHORIZED OFFICIAL(S):**

Name: John Collins  
Title: President  
Address: 520 North Brookhurst Street #220  
Anaheim, CA 92801  
Telephone: (714) 517-9155 Cell: (714) 313-6327  
Facsimile: (714) 517-9169  
E-Mail Address: JohnCollins@EDPLegal.com

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following address:**

Name: John Collins  
Title: President  
Address: 502 North Brookhurst Street #220  
Anaheim, CA 92801

## **FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION**

G 1ACKNOWLEDGMENT OF RESPONSIBILITY AND LIABILITY FOR CONFIDENTIALITY

G 2EMPLOYEE'S/INDEPENDENT CONTRACTOR'S ACKNOWLEDGMENT OF NOT  
BEING A LOS ANGELES COUNTY EMPLOYEE

**ACKNOWLEDGMENT OF RESPONSIBILITY AND LIABILITY  
FOR CONFIDENTIALITY RELATED TO THE CONTRACT  
FOR CHILD SUPPORT SERVICE OF LEGALPROCESS**

Under federal/state laws and regulations, the use or disclosure of any and all information obtained while performing work pursuant to this contract is limited to purposes directly connected with:

- (1) administration of the *Child Support Services Department*;
- (2) investigation or prosecution of any civil or criminal proceeding conducted in connection with the administration of any such program.
- (3) the administration of any other federal or federally-assisted program which provides assistance directly to the individuals on the basis of need.

These safeguards also prohibit disclosure of any such information that identifies by name and address any applicant or recipient of support enforcement services to any committee or legislative body, i.e., federal, state or local (45 CFR, Chapter III, §303.21 *Safeguarding Information*).

I hereby agree to abide by the above restrictions.

I agree to report any and all violations of the above by any other persons and/or by me to my immediate supervisor and I also agree to ensure that said supervisor reports such violation to the Child Support Services Department of the County of Los Angeles by notification to the County's Contract Administrator.

I acknowledge that violation of this Agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

\_\_\_\_\_  
Name of CONTRACTOR

\_\_\_\_\_  
Signature of employee/independent contractor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

**EMPLOYEE'S/INDEPENDENT CONTRACTOR'S ACKNOWLEDGMENT  
OF NOT BEING A LOS ANGELES COUNTY EMPLOYEE**

I understand and agree that I am **NOT** an employee of the *County of Los Angeles* for any purpose and that I do **NOT** have, and will **NOT** acquire, any rights or benefits of any kind from the *County of Los Angeles* during the period of this employment.

I understand and agree that I do **NOT** have, and will **NOT** acquire, any rights or benefits pursuant to any agreement between my employer, or the company to which I have contracted my services, and the *County of Los Angeles*.

I rely exclusively upon \_\_\_\_\_ for payment of salary and any and all other benefits (if applicable) to me on my behalf during the period of this employment.

\_\_\_\_\_  
Name of Contractor

**ACKNOWLEDGED AND RECEIVED**

\_\_\_\_\_  
Signature of employee/independent contractor

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

*Copy must be forwarded by Contractor to the County's Worker's Compensation division.*

## Title 2 ADMINISTRATION

## Chapter 2.203 CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

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2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

## 2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
3. A purchase made through a state or federal contract; or
4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.050 Other Provisions.**

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)



## 2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

## 2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

## **EXHIBIT I**

### **SAFELY SURRENDERED BABY LAW**

# No shame.

# No blame.

# No names.

Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



State of California  
Gray Davis, Governor

Health and Human Services Agency  
Grantland Johnson, Secretary

Department of Social Services  
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

### **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### **What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### **Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### **Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### **Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

### **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### **A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***

# **Sin pena. Sin culpa. Sin peligro.**

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(Department of Social Services)  
Rita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito  
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito  
Zev Yaroslavsky, Supervisor, Tercer Distrito  
Don Knabe, Supervisor, Cuarto Distrito  
Michael D. Antonovich, Supervisor, Quinto Distrito

**Esta Iniciativa también está apollada por First 5 LA y INFO LINE de Los Angeles.**

### **¿Qué es la Ley de Entrega de Bebés Sin Peligro?**

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### **¿Cómo funciona?**

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

### **¿Qué pasa si el padre/madre desea recuperar a su bebé?**

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### **¿Sólo los padres podrán llevar al recién nacido?**

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### **¿Los padres deben llamar antes de llevar al bebé?**

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### **¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?**

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### **¿Qué ocurrirá con el bebé?**

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### **¿Qué pasará con el padre/madre?**

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### **¿Por qué California hace esto?**

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### **Historia de un bebé**

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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**Cada recién nacido merece una  
oportunidad de tener una vida saludable.  
Si alguien que usted conoce está pensando  
en abandonar a un recién nacido, infórmele  
qué otras opciones tiene.**

---

***Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.***

## **EXHIBIT J**

### **LIVING WAGE PROGRAM**

**2.201.010 Findings.**

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.020 Definitions.**

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
  - 1. An individual or entity who has a contract with the county:
    - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
    - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
    - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
  - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)



**2.201.030 Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.\* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

\*Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

**2.201.040 Payment of living wage.**

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.050 Other provisions.**

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this

chapter. Such instructions may provide for the delegation of functions to other county departments.

- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.060 Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.070 Employee retention rights.**

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
  2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
  3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or
  2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.080 Enforcement and remedies.**

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
  1. Assess liquidated damages as provided in the contract; and/or
  2. Recommend to the board of supervisors the termination of the contract; and/or
  3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ord. 99-0048 § 1 (part), 1999.)

#### **2.201.090 Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
  1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
  2. Has 20 or fewer employees during the contract period, including full time and part time employees; and

3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999; Ord. 99-0048 § 1 (part), 1999.)

**2.201.100 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)

**EXHIBIT K**

**CONTRACTOR'S MONTHLY CERTIFICATION FOR  
APPLICABLE HEALTH BENEFIT PAYMENT**



# COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

## Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposal (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the County awarding department.

Please check the option that best describes your intention to comply with the Program.

- ☐ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than **\$9.41 per hour** per employee.
- ☒ I do have a bona fide health care benefit plan for those employees who will be providing service to the County under the contract but will pay into the plan **less than \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$9.46 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing service to the County under the contract and will pay into the plan **at least \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$8.32 per hour** per employee.

Health Plan(s): Kaiser Permanente Health Plan

Company Insurance Group Number: 251066

Health Benefit(s) Payment Schedule:

Monthly

Quarterly

Bi-Annual

Annually

Other: \_\_\_\_\_

(Specify)

PLEASE PRINT COMPANY NAME: ELECTRONIC DOCUMENT PROCESSING, INC. dba EDP  
LEGAL SERVICES

I declare under penalty of perjury under the laws of the State of California that the above is true and correct:

SIGNATURE: \_\_\_\_\_

DATE: 6/12/63

PLEASE PRINT NAME: \_\_\_\_\_

JOHN T. COLLINS

TITLE OR POSITION: \_\_\_\_\_

PRESIDENT

**EXHIBIT L**

**CONTRACTOR'S PAYROLL STATEMENT OF  
COMPLIANCE**

# COUNTY OF LOS ANGELES

EXHIBIT L



## LIVING WAGE PROGRAM AND CONTRACTOR NON-RESPONSIBILITY DEBARMENT ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm. The Agent is required to check each of the applicable boxes below.

### LIVING WAGE ORDINANCE:

- ☒ The Agent has read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

### CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☒ The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

### LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

#### History of Alleged Labor Law/Payroll Violations (Check One):

- ☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

#### History of Determinations of Labor Law /Payroll Violations (Check One):

- ☒ There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.): (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

#### HISTORY OF DEBARMENT (Check one):

- ☒ The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature 	Print Name and Title JOHN T. COLLINS, PRESIDENT
Print Name of Firm ELECTRONIC DOCUMENT PROCESSING, INC. DBA EDP LEGAL SERVICE	Date 6/12/03